

LANDEN MEADOWS HOMEOWNERS ASSOCIATION, INC.

Policy Resolution #2: Policy Resolution Relating to Leased Lots

Enacted: January 7, 2015

Effective: February 1, 2015

WHEREAS, the LANDEN MEADOWS HOMEOWNERS ASSOCIATION, Inc. (Association) is empowered to exercise all of the powers, duties, and authority vested in or delegated to this Association by provisions of the Bylaws, Articles of Incorporation, and the Declaration of Covenants, Conditions and Restrictions, and other state and federal laws.

WHEREAS, Article 47F-3-102 Section 12 of the North Carolina Planned Community Act and North Carolina House Bill 1541 state that the Association may impose reasonable fines or suspend privileges or suspend services provided by the Association for reasonable periods for violations of the Declaration of Covenants, Conditions & Restrictions, Bylaws, Architectural Guidelines and other rules of the Association.

WHEREAS, Section 4.01 of the Declaration of Covenants, Conditions and Restrictions for Landen Meadows Homeowners Association, Inc. states that the Board of Directors have the right to impose and enforce rules and regulations.

WHEREAS, Section 4.03 of the Declaration of Covenants, Conditions and Restrictions for Landen Meadows Homeowners Association, Inc. states that no owner shall lease or rent less than an entire Lot and no more than one family shall live in any one Lot. The Lots shall not be leased or rented for hotel or transient purposes and no rental agreement or lease shall be made for a period of less than sixty (60) days. Owners shall have the right to lease or rent their Lots, provided that any lease or rental agreement between an Owner and a tenant shall be in writing and shall provide that it is in all respects subject to the provisions of the Declaration, the Bylaws, and the Rules and Regulations and that any failure by the tenant to comply with such provisions shall be a default under the rental agreement or lease. However, the failure of any lease or rental agreement to so provide shall not excuse any person from complying with the provisions of the Declaration, the Bylaws, and the Rules and Regulations.

WHEREAS, there is a need for the Association to adopt reasonable regulations regarding leasing of Lots in the Community.

WHEREAS, this resolution will be in effect from the date listed above until it is rescinded, modified or amended by a majority of the Board of Directors.

NOW THEREFORE, BE IT RESOLVED THAT the following policy shall be adopted by the Board of Directors regarding the regulations of leased Lots.

- 1) Within ten (10) days of lease signing, owner will provide the following to the association:
  - a. The name of the tenant and the Lot rented/leased
  - b. The attached Leasing Rules and Registration
  - c. The current mailing address of such Owner
  - d. A true and complete copy of the lease or rental agreement
  - e. The certification of the Owner that the tenant has been given a copy of the Declaration, Bylaws, and Rules and Regulations and that such tenant has been advised of any obligations he may have thereunder as a tenant.
- 2) A minimum of sixty (60) days rental period is required; no transient tenants will be permitted.
- 3) Pool wristbands will be available to owners for tenant distribution. Wristbands will only be given to owners with a \$0.00 balance with the Association.
- 4) In no event shall any lease or rental agreement release or relieve an Owner from the obligation to pay regular and special assessments to the Association, regardless of whether the obligation to pay assessments has been assumed by the tenant in such lease or rental agreement.

APPROVED: \_\_\_\_\_

President

Date: \_\_\_\_\_

1/7/15

\_\_\_\_\_

Secretary

Date: \_\_\_\_\_

1/7/15

**LANDEN MEADOWS HOMEOWNERS ASSOCIATION, INC**  
**LEASE REGISTRATION AND LEASING RULES AGREEMENT**

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**OWNERS' INFORMATION**

Owner's Name: \_\_\_\_\_

Landen Meadows Address: \_\_\_\_\_

Owner's Mailing Address: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_ Email Address: \_\_\_\_\_

Lease Term (months): \_\_\_\_\_ Tenant Occupancy Dates: \_\_\_\_\_ to \_\_\_\_\_

This lease may be automatically renewed  Yes  No *(If yes, I understand that I need to notify the Association in writing of the renewal in advance).*

**TENANTS' INFORMATION**

Responsible Tenant's Name: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_ Email Address: \_\_\_\_\_

Total Number of Occupants: \_\_\_\_\_

Name(s) of any other occupants of the unit and relationship to the Responsible Tenant:

Name	Age	Relationship

**VEHICLE IDENTIFICATION**

Make/Model/Color: \_\_\_\_\_ License Plate # \_\_\_\_\_

Make/Model/Color: \_\_\_\_\_ License Plate # \_\_\_\_\_

**EMERGENCY CONTACT INFORMATION**

Emergency Contact Name: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_ Email Address: \_\_\_\_\_

**LEASING RULES**

A signed copy of this agreement must be filed with the Landen Meadows Homeowners Association within 10 days immediately after a unit is leased. Please mail, fax, or email this form and payment to:

Landen Meadows Homeowners Association, Inc.  
c/o Cedar Management Group  
PO Box 26844  
Charlotte, NC 28221

Phone: 704.644.8808 Fax: 704.509.2429 Email: support@cedarmanagementgroup.com

- ❖ Within ten (10) days of lease signing, owner will provide the following to the association:
  1. The name of the tenant and the Lot rented/leased
  2. The attached Leasing Rules and Registration
  3. The current mailing address of such Owner
  4. A true and complete copy of the lease or rental agreement
  5. The certification of the Owner that the tenant has been given a copy of the Declaration, Bylaws, and Rules and Regulations and that such tenant has been advised of any obligations he may have thereunder as a tenant.
  
- ❖ A minimum of sixty (60) days rental period is required; no transient tenants will be permitted.
  
- ❖ Pool wristbands will be available to owners for tenant distribution. Wristbands will only be given to owners with a \$0.00 balance with the Association.
  
- ❖ In no event shall any lease or rental agreement release or relieve an Owner from the obligation to pay regular and special assessments to the Association, regardless of whether the obligation to pay assessments has been assumed by the tenant in such lease or rental agreement.
  
- ❖ Leasing of units as a regular practice for any business, commercial, manufacturing, or mercantile use or purpose, or for any other nonresidential purpose is prohibited. Leasing a structure is not a “business” within the meaning of this subsection.
  
- ❖ No owner shall lease or rent less than an entire Lot and no more than one family shall live in any one Lot. The Lots shall not be leased or rented for hotel or transient purposes and no rental agreement or lease shall be made for a period of less than sixty (60) days. Owners shall have the right to lease or rent their Lots, provided that any lease or rental agreement between an Owner and a tenant shall be in writing and shall provide that it is in all respects subject to the provisions of the Declaration, the Bylaws, and the Rules and Regulations and that any failure by the tenant to comply with such provisions shall be a default under the rental agreement or lease. However, the failure of any lease or rental agreement to so provide shall not excuse any person from complying with the provisions of the Declaration, the Bylaws, and the Rules and Regulations.

**I hereby certify that I have read this agreement in full and am aware of my responsibilities and liabilities in fulfilling it.**

**Homeowner Name (Print):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**I authorize my tenant(s) to receive a pool pass each year if assessments are paid in full.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_